

STEPHEN P. ELLINGSON (SBN 136505)  
[sellingson@hayesdavis.com](mailto:sellingson@hayesdavis.com)

MELISSA A. WURSTER (SBN 198899)  
[mwurster@hayesdavis.com](mailto:mwurster@hayesdavis.com)

**HAYES DAVIS BONINO ELLINGSON McLAY & SCOTT, LLP**

203 Redwood Shores Pkwy., Suite 480

Redwood City, CA 94065

Telephone: 650.637-9100

Facsimile: 650.637-8071

Attorneys for Defendant

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

KAREN LEE,

Plaintiff,

v.

STATE FARM GENERAL INSURANCE  
COMPANY; and DOES 1 through 100,  
inclusive,

Defendants.

CASE NO. C-07-03913 JSW

**STIPULATION AND [PROPOSED]  
PROTECTIVE ORDER REGARDING:  
(1) PRODUCTION OF STATE FARM  
DOCUMENTS; AND (2) RESTRICTING  
DISSEMINATION OF DISCOVERY**

**I.**  
**STIPULATION AND PROTECTIVE ORDER REGARDING**  
**PRODUCTION OF STATE FARM DOCUMENTS**

Defendant State Farm Mutual Automobile Insurance Company ("State Farm") and plaintiff Karen Lee hereby stipulate to the following protective order with respect to and to accommodate State Farm's production of certain documents in response to plaintiff's requests for production of documents.

**II.**  
**PRODUCTION OF DOCUMENTS AND CUSTODY OF THE SAME**

State Farm will produce relevant and responsive documents regarding written policies or procedures for claims handling of wrongful death, bodily injury and *Dillon v. Legg* claims such as those made by Karen Lee in claim number 05-5104-043 under her State Farm Mutual Automobile

Insurance Company policy and other related documents including internal emails, (the “Documents”) that have recently been requested and withheld based upon the trade secret, attorney-client privilege and attorney work-product doctrine, and other objections, without waiving those objections. Production of those Documents hereinafter specified shall take place by mail from and/or at:

HAYES DAVIS BONINO ELLINGSON  
McLAY & SCOTT, LLP  
203 Redwood Shores Parkway, Suite 480  
Redwood Shores, California 94065

and shall proceed in the following manner:

- a) This Order shall be served on all parties;
- b) All parties and counsel for all parties herein shall be subject to this Order for the purpose of limiting the dissemination of the Documents produced hereunder;
- c) Those persons viewing the requested Documents or copies of the same shall agree to the terms and conditions set forth in the viewing record and agreement attached hereto; and
- d) Copies of all Documents produced by State Farm shall be designated “CONFIDENTIAL DOCUMENTS SUBJECT TO STIPULATION AND COURT ORDER” or a form of similar effect.
- e) In the event the parties agree to produce any documents pursuant to this stipulation in advance of the court’s execution of the order, the parties hereby agree to fully abide by their respective rights and obligations herein as a stipulation and contract and as though this stipulation was approved and ordered by the court.

### III. PERSONS AUTHORIZED TO TAKE CUSTODY

Only attorneys for parties of record, and law clerks, secretaries, translators, and qualified stenographers for said attorneys, and any experts actually hired for consultation and/or testimony in connection with this case, shall be allowed to view and retain custody of copies of the Documents or notes taken therefrom.

**IV.**  
**PROCEDURE FOR GRANTING CUSTODY**

Prior to granting custody of copies of the subject Documents or notes taken therefrom, each person who is to take such custody shall be brought within the personal jurisdiction of the Court, including its contempt power, by signing a copy of this Order signifying agreement to its provisions and consent to jurisdiction of the Court over his or her person for any proceedings involving alleged improper disclosures. Each such signature shall be made under penalty of perjury.

The failure to have each person sign a copy of this order prior to granting custody of copies of the subject documents or notes taken therefrom will result in prohibition of the parties using these documents for any purpose, including litigation and trial of this case.

**V.**  
**VIEWING RECORD AND AGREEMENT**

No person shall be allowed or authorized to examine any portion of said Documents or notes arising therefrom, or to discuss the contents of either, until such persons has:

- (1) Read this Court Order; and
- (2) Completed and signed the "Viewing and Custody Record and Agreement" attached hereto as Exhibit "A".

**VI.**  
**JURISDICTION**

Each person signing the "Viewing and Custody Record and Agreement" thereby agrees to be subject to the jurisdiction of this Court for contempt and other appropriate proceedings in the event of an alleged violation of this Order.

**VII.**  
**NON-DISCLOSURE**

No person authorized hereunder to view copies of the Documents or to make notes therefrom may disclose any portion of the subject matter or contents of either to any person not authorized hereunder.

**VIII.**  
**NON-DISSEMINATION**

The Documents, copies of any portion of the same, contents of the Documents themselves

1 and all notes arising from examination of said Documents, as well as discussions of the contents  
2 thereof, shall be used only in connection with the above entitled action, and shall be used for no  
3 other purpose whatsoever including, but not limited to, other lawsuits, actions, claims or demands.

4 **IX.**

5 **ALL DOCUMENTS REVEALED TO THE COURT SHALL BE SEALED**

6 All motions or other Documents filed with the Court, if any, which reveal any portion of the  
7 contents of the Documents, or notes arising therefrom, shall not be filed prior to obtaining a sealing  
8 order pursuant to Civil L.R. 79-5. At any hearing or proceeding in which any Document covered by  
9 this order is referred to, revealed or discussed, either party can request that the hearing or  
10 proceeding be conducted in chambers. The parties may also request that any records made of such  
11 proceedings be sealed until further order of the Court, if any.

12 **X.**

13 **NON-WAIVER**

14 The production of the subject Documents for inspection, viewing and custody shall not  
15 constitute a waiver of State Farm's right to claim in this lawsuit or otherwise, that said Documents  
16 or any documents described therein are privileged or otherwise non-discoverable or admissible.

17 **XI.**

18 **SURRENDER OF DOCUMENTS**

19 At the conclusion of the subject litigation, all documents provided, and any copies thereof,  
20 under this protective order shall be returned to State Farm's counsel. The Documents are to be  
21 returned as soon as possible and no later than seven (7) days from the date of the dismissal of the  
22 action.

23  
24 [THIS SPACE INTENTIONALLY LEFT BLANK]  
25  
26  
27  
28

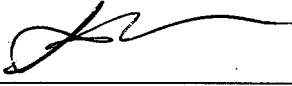
**XII.**  
**DESIGNATION OF PRIVILEGED DOCUMENTS**

The parties shall be entitled to bring a motion to contest State Farm's designation that a particular Document or that Documents are protected by this order.

**IT IS SO STIPULATED:**

Dated: 1/31, 2008

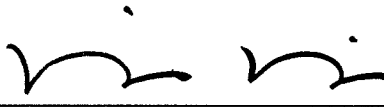
HAYES, DAVIS, BONINO, ELLINGSON,  
McLAY & SCOTT

By 

Stephen P. Ellingson  
Melissa A. Wurster  
Attorneys for Defendant  
STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY

Dated: 1.28-, 2008

MICHEL & FACKLER

By 

Michael D. Michel  
Jeff M. Fackler  
Attorneys for Plaintiff  
KAREN LEE

**II.**  
**PROPOSED ORDER**

**IT IS SO ORDERED.**

The above STIPULATION hereby becomes the PROTECTIVE ORDER of the Court.

Dated: \_\_\_\_\_, 2008

UNITED STATES DISTRICT COURT JUDGE

**EXHIBIT A**  
**INSPECTION AND VIEWING RECORD AND**  
**AGREEMENT FOR PROTECTIVE ORDER**

I am an attorney of record in the above-captioned action. I agree, prior to the inspection and viewing of the Documents, which is subject to the associated protective order, to be brought within the personal jurisdiction of the Court, including its contempt power, by signing a copy of this Agreement signifying agreement to its provisions and consent to jurisdiction of the Court over my person for any proceedings involving alleged improper disclosures.

I have read the Stipulation and Protective Order Regarding: (1) Production Of State Farm Documents; and (2) Restricting Dissemination Of Discovery.

I agree to be subject to the jurisdiction of this Court for contempt and other appropriate proceedings in the event of an alleged violation of the Stipulation and Protective Order.

The Documents and copies, if any, of any portion of the Documents, and all notes arising from the inspection and viewing of the Documents, as well as discussions of the contents thereof, shall be used only in connection with the present above entitled action, and shall be used for no other purposes whatsoever including, but not limited to, other lawsuits, actions, claims or demands.

This \_\_\_\_ day of \_\_\_\_\_ 2008, I agree to the terms and conditions of the Stipulation and Protective Order and hereby enter into this Inspection and Viewing Record and Agreement under penalty of perjury of the laws of the State of California.

\_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature